

COUNTY OF YORK, VIRGINIA
INVITATION FOR BID
IFB

Issue Date: September 11, 2006

IFB #1533

Title: Tennis Court Re-surfacing Eight (8) Courts
Basketball Court Re-surfacing Two (2) Courts

Classification Code: 91265

Issuing Agency:

County of York, Virginia
Central Purchasing
120 Alexander Hamilton Blvd
Yorktown, Virginia 23690

Using Agency And/Or Location:

Department of General Services
Grounds Maintenance & Construction
102 County Drive
Yorktown, Virginia 23692

Where Work Will Be Performed:

Bruton High School
185 East Rochambeau Drive
Williamsburg, VA 23188

Charles Brown Park
1950 Old Williamsburg Road
Yorktown, VA 23690

Queens Lake Middle School
124 West Queens Drive
Williamsburg, VA 23188

Sealed Bids Will Be Received Until 2:00 P. M. on Monday, September 25, 2006.

All Inquiries for Information Should Be Directed To: Louise Stokes, CPPB, Buyer, Central Purchasing Office,
Telephone: (757) 890-3680.

SEND BIDS DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

In Compliance With This Request for Quotation And To All The Conditions Imposed Herein, The Undersigned
Offers And Agrees to Furnish The Materials Described At the Prices Indicated In
Section 14.0.

Name and Address of Firm:

Date: _____

By: _____

Signature in Ink

Type/Print: _____

_____ Zip Code

Telephone No.: _____

Federal Tax ID# _____

Facsimile No. _____

1.0 PURPOSE:

It is the intent of this formal Invitation for Bid (IFB) to procure a Contractor to provide the application of color coat and playing lines, surface patching, crack repair (See paragraph 3.0) on tennis and basketball courts for the County of York, Department of General Services. Hereinafter, the term "Owner" shall refer to the County of York, Virginia.

2.0 SCOPE:

To furnish all equipment, labor, supervision, materials, tools, supplies, service, and all else necessary furnished by the Contractor to provide for the application of color coat, playing lines, surface patching, and permanent repair of structural cracks for a bank of four (4) tennis courts at Bruton High School, 185 East Rochambeau Drive, Williamsburg, VA 2318, a bank of two (2) tennis courts and two (2) basketball courts at Charles Brown Park, 1950 Old Williamsburg Road, Yorktown, VA 23690, and a bank of two (2) tennis courts at Queens Lake Middle School, 124 West Queens Drive, Williamsburg, VA 23185.

A. FAMILIARITY WITH PROPOSED WORK:

The application of color coating shall be performed on existing tennis courts. It is the responsibility of the Contractor, by careful personal examination of the site, to satisfy himself as to the nature and location of the work, the formation of the grounds, the location of the utilities of any nature, the existing condition of each court surface, and the character, quality, and quantity of the materials which will be required. No chain link fencing shall be removed, rolled back, detached or disconnected with out permission of the Owner or his representative.

B. CLEAN UP OF SITE:

At the end of each day's work, the Contractor shall remove all trash and other debris resulting from his work from the site. At all times, rubbish and trash generated from the Contractor shall be kept clean for vehicular and pedestrian circulation throughout the site. Prior to the final acceptance, all areas adjacent to tennis courts shall be cleaned thoroughly by sweeping and/or washing. All defacement or stains on paving or building caused by color coating shall be removed at no additional cost to the Owner. All construction equipment, excess material tools, rubbish or debris shall be removed from the site. All drains on the site that have accumulated soil or any other material due to the color coating operation shall be cleaned to the approval of the Owner.

C. TIME LIMIT:

Because of up-coming high school tennis season, proposed work must be completed before February 15, 2007 or must not start until after June 15, 2007. A notice to proceed will be issued for the correct start date.

D. PRE SITE VISIT & QUESTIONS:

For questions in relation to this quote or a site visit to Bruton High School, Charles Brown Park, and/or Queens Lake Middle School, contact Ray West, Construction Inspector at (757) 890-3820 or Tom Ashe, Chief of Grounds Maintenance and Construction at (757) 890-3823.

3.0 TENNIS COURT COLOR COATING SPECIFICATIONS:**3.1 Scope Of Work:**

The contract work to be performed under these specifications consists of furnishing all of the required equipment, labor, supervision, materials, tools, supplies, service and all else necessary for, or appurtenant to, the application of a color finish surface and playing lines, surface patching, and permanent repair of structural cracks on tennis courts for the Owner as elaborated in these specification.

3.2 Standards:

The work hereunder shall be done in a thorough, workmanlike manner and conform to standards for tennis court construction as prescribed or approved by the U. S. Tennis

Court and Track Builders Association. Any reference to a specification or designation of the American Society for Testing and Materials, Federal Specifications, or other standards, codes, or orders refers to the most recent or latest specification or designation. Where names of specific products may be designated in these Specifications, the intent is to state the general type and quality of product desired without ruling out the use of other products of equal type and quality, when such other products of equal type and quality have been approved in writing by the Owner or his representative. Quantity and method of application, which differs from that specified herein shall be submitted in writing to the Owner for approval.

3.3 Layout of Work:

The work shall be laid out to true lines. The Contractor shall accomplish surveying of lines necessary for proper application of colored surfaces and playing lines. Markers shall be substantially established, protected and maintained in place by the Contractor for the duration of the project or until such other time as the Owner or his representative may authorize their removal. The color finish material shall be applied to the surface course areas in multiple applications so as to form a true, uniform surface texture and color subject to Owner's approval.

3.4 Product Deliveries, Storage and Handling:

The material shall be delivered to the site in its original unopened containers, clearly labeled with trade name or manufacturer. Contractor shall handle and store material in such a manner as to avoid damage. Water used in all mixtures shall be fresh and clear. Spreading rates shall be based upon material prior to mixing with water as directed.

3.5 Inspection:

All material installed under these specifications shall be subject to testing by Owner at Owner's expense. Any material so inspected and found to be not in strict conformance with these Specifications shall be promptly removed and replaced by the Contractor at his expense.

3.6 Care of Surrounding Areas:

The Contractor shall be responsible for any damage to other surfaces and property in the area. Upon completion, the Contractor shall remove all containers, surplus material and debris and leave the site in a clean and orderly condition acceptable to the Owner or his representative.

3.7 Surface Inspection and Preparation:

Prior to applying the color coat system, any required net sleeves and the fencing shall be installed by others. Prior to application of color finish system, the court shall be flooded with water and allowed to drain. Any depressions thereupon holding water deeper than one-sixteenth inch (1/16") shall be patched and leveled in accordance with recommendations of the manufacturer of the color finish material specified hereinafter. The surface shall be brushed or blown free of all dirt and foreign matter. The asphalt shall cure for a minimum of ten (10) days prior to applying color system. Concrete shall be allowed to cure for at least thirty (30) days.

3.8 Materials:

Surface shall be dark green to match existing court color. Color finish material for the surface course shall be Latex-ite or equal, in all respects, as approved by Owner. The manufacturer shall guarantee the material for one (1) year from date of finished application against chalking, checking, fading, discoloration, or other adverse effects from ultra violet rays of the sun, from weather moisture, or from weather temperatures. The Contractor free of cost to the Owner shall replace all work, which proves defective, by reason of faulty material or workmanship within a period of one (1) year.

3.9 Execution of Color Coating: Weather Conditions:

Do not apply in temperatures below 50 degrees F or when rain or high humidity is imminent. Apply only after the surface course is thoroughly dry. Do not apply if surface temperature is in excess of 140 degrees F.

3.10 Surface Patching:

The surface shall be thoroughly cleaned, removing all loose dirt, dust, oil, grease, leaves, and other debris. The court surface shall be checked with a ten-foot straightedge or shall be flooded with water to locate low areas, which are more than 1/8" deep. Minor depressions (1/8" to 1/4" deep) shall be leveled by troweling or spreading a layer of patch mix over the low area. Suitable leveling materials include Latex-ite Acrylic Patch Binder, Latex-ite Asphalt Surfacers and Latex-ite Filler Coat, which have not been diluted by water. Deeper depressions may require multiple layers of patch mix. Excessively deep (1/2" or deeper) depressions should be patched with asphaltic concrete. All rough paving joints and roller marks shall be leveled prior to application of the specified Latex-ite system.

3.11 Permanent Repair of Structural Cracks

On existing tennis courts, any cracks that extend through the asphalt to the stone base shall be repaired prior to the application of the color coat system. The Omega System as manufactured by R. A. Martin Inc. of Barboursville, WV or owner approved equal may be used to repair structural cracks.

Any structural cracks found shall be reported to the Owner upon discovery.

In some cases, the County may elect to have the structural cracks repaired by others.

3.12 Mixing Color Sealer:

The Latex-ite Acrylic Color Sealer shall be mixed at the project site with dry 80 - 100 mesh silica sand and water to obtain the consistency, which will result in the desired texture. The material shall be thoroughly mixed to insure a uniform consistency. The table below gives the minimum and maximum amounts of sand and water that can be added to the Latex-ite Acrylic Color Sealer.

	Filler Coat		Finish Coat	
	Minimum	Maximum	Minimum	Maximum
Latex-ite	55 gal.	55 gal.	55 gal.	55 gal.
80 -100 mesh	400 lbs.	500 lbs.	0	300 lbs.
sand				
Water	30 gal.	40 gal.	30 gal.	40 gal.

3.13 Application of Filler Coats:

Contractor shall apply two (2) applications of filler coats on a clean underlying asphalt surface to obtain a total application rate of .15 gallons per square yard, based on material prior to any dilution. No application shall be covered by a succeeding application until thoroughly cured. The surface shall be thoroughly scraped between coats to eliminate any ridges, ripples or tool marks.

3.14 Application of Finish Color Coating:

A finish coat of Latex-ite finish coat shall be applied to the clean, dry underlying surface to obtain a total quantity of not less than .07 gallons per square yard, based on the material prior to dilution. The finished surface shall be smooth, free from ridges and tool marks.

3.15 Application of Playing Lines:

Base lines shall not be more than four inches (4") wide and playing lines not more than two inches (2) wide, accurately located and marked in accordance with rules of the United States Lawn Tennis Association, and painted with White line paint as manufactured by Latex-ite (or approved equal). The painting shall be done by skilled mechanics in a workmanlike manner.

by brushing, using masking tape to produce a straight crisp line, and in accordance with the manufacturer's standard printed instructions.

NOTE: All written application methods and directions recommended by manufacturer (Latex-ite) shall be strictly followed. All standards recommended by manufacturer shall be met or exceeded.

4.0 WARRANTY AND TECHNICAL SERVICE INFORMATION:

Warranty period to commence upon completion of installation and acceptance by the Owner. Written warranties, performance guarantees, and other warranty information to be provided at submission of bid. Please state the comprehensive warranty that is available for the tennis court resurfacing work that has been specified and the cost associated with each. The bidder must submit with their quote the latest printed warranty information on the work they propose to furnish. Information must include quality certifications, protection programs, term coverage, road service information, and availability of factory sponsored training schools for customer technicians.

5.0 GENERAL TERMS AND CONDITIONS:

Applicable Policy:

This solicitation is subject to the provisions of the County of York, Virginia, Procurement Policy (Ordinance No. 05-24 effective October 25, 2006), and any revisions thereto.

5.1 Mandatory Use of County Form:

All responses to an Invitation for Bid (IFB) must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the bidder may attach a letter hereto which will be made a part of the bid. All bids must be submitted in a sealed envelope plainly marked using the IFB number, date and time.

5.2 Opening Date/Time:

Bids and amendments thereto, or withdrawal of bids submitted, if received by the Owner after the date and time specified for scheduled receipt, will not be considered. It will be the responsibility of the Bidder to see that his bid is in this office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Phone or telegraphic bids (including FAX) will not be accepted.

5.3 Inconsistencies In Conditions:

In the event there are inconsistencies between the General Terms and Conditions and the Special Terms and Conditions, if any, and/or other schedules contained herein, the latter two shall take precedence.

5.4 Clarifications of Terms:

If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation. Any revisions to the solicitation will be made only by written addendum issued by the Owner.

5.5 Testing/Inspection:

The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification.

5.6 Invoices:

Invoices for goods ordered, delivered and accepted shall be submitted direct to 'INVOICE TO:' address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. However, this shall not affect offers or discounts for payment in less than 30 days.

5.7 Default:

In event of default by the Contractor, the Owner reserves the right to procure the commodities and/or services from other sources, and hold the Contractor liable for any excess cost occasioned thereby. If, however, public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefor shall be made at a proper reduction in price.

5.8 Ethics in Public Contracting:

By submitting their bids, all bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

5.9 ANTI-DISCRIMINATION:

By submitting its bids or proposals, Bidder certifies to the Owner that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000, the provisions of a. and b. below apply:

a. During the performance of this Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Contractor, in all solicitations for advertisements for employees placed in behalf of

Contractor, will state that Contractor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- b. Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- c. In accordance with §2.2-4343.1 of the **Code of Virginia**, et. seq., the owner shall not (i) discriminate against a faith-based organization as defined in Code of Virginia section 2.2-4343.1(B) on the basis of the organization's religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except as provided in subsection F of section 2.2-4343.1 the Code of Virginia, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.

5.10 Immigration Reform And Control Act of 1986:

By signing this bid or proposal, the bidder certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

5.11 Indemnity:

The following shall be deemed incorporated into any contract awarded as a consequence of this bid to the same extent as if fully set forth therein:

- 5.12 Contractor and all subcontractors shall bear all loss, expense (including reasonable attorney's fees) and damage in connection with, and shall indemnify Owner against and save Owner harmless from all claims, demands, and judgments made or recovered against Owner because of bodily injuries, including death at any time resulting therefrom, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the work, whether or not due to any act of his or their employees, servants or agents and whether or not due

to any act of omission or commission, including negligence but excluding sole negligence, of the Owner, his employees, servants, or agents. Compliance by the Contractor with the insurance provisions hereof shall not relieve Contractor from liability under this provision.

Should Contractors or subcontractors use any of Owner's equipment, tools, employees, or facilities, such will be gratuitous and Contractor shall release Owner from and indemnify and save harmless Owner from and against any claims for personal injuries, including death, arising out of the use of any such equipment, tools, employees, or facilities, whether or not based upon the condition thereof or any alleged negligence of Owner in permitting the use thereof.

6.0 INFORMATION FOR BIDDERS TO PROVIDE SERVICES:

- A. Award will be made to the lowest responsible and responsive bidder. The quality of the services to be supplied, their conformity with the specifications, their suitability to the requirements of the Owner, and the delivery terms will be taken into consideration in making the award.
- B. Cash discounts may be offered by bidder for prompt payment of bills, but such discount will not be taken into consideration in determining the low bidder but will be taken into consideration in awarding tie bids. The discount period will be computed from the date delivery is accepted at destination or from date correct invoice is received by the consignee, whichever is the later date.
- C. Acceptance of a bid by the Owner is not an order to proceed.
- D. Each bid is received with the understanding that the acceptance in writing by the Owner of the offer to furnish any or all of the services described therein, shall constitute a contract between the bidder and the Owner, which shall bind the bidder on his part to furnish and deliver the services quoted on at the prices stated and in accordance with the conditions of said accepted bid; and the Owner on its part to pay for, at the agreed prices, all services specified and delivered.
- E. All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrections made in ink adjacent and must be initialed and dated in ink by person signing quotations.
- F. All bids must be signed with the firm name and be signed by an officer or authorized employee of the firm. In the case of a corporation, the title of the officer signing must be stated and each officer must be duly authorized. In the case of a partnership, the signature of at least one of the partners must follow the firm name using the term "member of the firm" or "general partner".
- G. Verify your bid before submission as they cannot be withdrawn or corrected after being opened.

- H. If you do not bid, return this sheet and state reason. Otherwise your name may be removed from our mailing list.

7.0 INSURANCE: (Revised 05/2005)

The Contractor shall carry insurance in the amount specified below, including the Contractual Liability assumed by the contractor and shall deliver certificates of insurance from carriers acceptable to the owner specifying such limits, along with a proper endorsement naming the "County of York, its Officers, Agents and Employees" as Additional Insured on a primary basis (Form No. GL-20-10) on applicable policy(s), such additional insured status shall be primary without participation by County's insurers. The provisions of this paragraph shall be deemed included in the contract as if fully set out therein.

Worker's Compensation and Employer's Liability Coverage A - Statutory Requirement
Coverage B - \$100,000; \$100,000; \$500,000

Comprehensive Automobile Liability, including Owned, Non-Owned
Hired Car Coverage.

Limits of Liability - \$500,000 Per Occurrence Bodily Injury or Property Damage.

Commercial General Liability

Limits of Liability - \$500,000 Per Occurrence Bodily Injury or Property Damage.

Contractual Liability includes the Contractual liability assumed hereunder.

Completed Operations Insurance, to remain in full effect until the date of acceptance of the project by the Owner.

8.0 AWARD:

Owner will make the award to the lowest responsive and responsible bidder. Due consideration will be given to price, previous experience, and the ability of the bidder to render required services. Owner reserves the right to conduct any test it may deem advisable and to make all evaluations. Owner also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the Owner to be in its best interest.

9.0 AWARD AND EXECUTION OF CONTRACT:

Award of Contract:

The contract will be awarded or the bids rejected as soon as reasonably possible, but not later than sixty (60) days after the date of opening bids, unless the period for acceptance is otherwise extended at request of Owner and agreed to in writing by the bidder, or bidders.

9.1 Form of Contract:

An example of the proposed contract format is enclosed. Both parties shall execute this contract prior to approval by the County Attorney.

9.2 Entering Contract:

Upon award of the Contract to a bidder, such bidder shall enter into the Contract by signing the Contract as prescribed herein and the Certificate of Insurance as prescribed, which are required to be procured by the Contractor within ten (10) calendar days after the date of the award or within such further time as the owner may allow. All documents referred to are attached hereto.

No contract shall result from the submission of any bid and no liability shall accrue with respect thereto until a written contract and accompanying documents have been fully and completely executed on the part of the successful bidder and the Owner. However, failure by the successful bidder to enter into a written contract shall cause the successful bidder to forfeit the full amount of the bid guarantee to the Owner.

9.3 Execution of Documents:

All documents which the bidder is required to execute shall carry the signature of the president of the corporation, the corporate seal and shall be attested by the secretary of the corporation provided, however, if the board of directors of a corporation authorizes another officer to act for the corporation, then a sealed and attested copy of such authorization shall accompany the signature of such other officer. In the case of an individual, the individual to be bound shall sign; and in the case of a partnership, the signature of a partner shall bind the partnership; and in the event of a limited liability company, a member (or the manager, if any) shall sign.

9.4 Subcontracts:

Before making any subcontract, the Contractor must submit a written statement to the Owner, giving the name and address of the proposed subcontractor, the portion of the work and materials which he is to perform and furnish and a statement in writing from such subcontractor that he waives all rights to assert any claims, actual and/or consequential against the Owner allegedly arising from or growing out of any delays in the work schedule or any failure of the contractor to pay such subcontractor any sums owed by the contractor to such subcontractor.

If the Owner finds that the proposed subcontractor is qualified, he will so advise the Contractor in writing. The Owner may revoke approval of any subcontractor only for good cause. Notice of such revocation of approval will be given in writing to the Contractor by the Owner. If the Owner determines for good cause that a subcontractor is not qualified, Owner shall so notify Contractor, and Contractor shall not thereafter enter into any subcontract with the subcontractor in connection with the contract.

9.5 Separate Contracts:

The Owner reserves the right to let other contracts in connection with the project, the work under which will proceed simultaneously with the execution of this Contract. The Contractor shall afford other separate contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and the Contractor shall take all reasonable action to coordinate his work with theirs. If the work performed by the separate contractor is defective or so performed as to prevent the General Contractor from carrying out his work according to the plans and specifications, the Contractor shall immediately notify the Owner upon discovering such conditions. Upon receiving notification, the Owner shall take such appropriate

steps as are necessary to allow the Contractor to carry out his work under this Contract, and appropriate extensions of time and change orders shall be given to the Contractor for any delays and extra costs caused by the separate contractor's failure of proper performance.

10.0 CLAIMS:

Disputes and claims arising under this agreement shall be processed pursuant to Va. Code Section 15.2-1245 et. seq. The Owner shall give its final decision on any claim of the Contractor within sixty (60) days of the date the claim is submitted to the Clerk of the governing Board of Owner.

11.0 NEGOTIATION WITH LOWEST RESPONSIBLE BIDDER:

Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted, except that if the bid from the lowest responsible bidder exceeds available funds the Purchasing Agent reserves the right to negotiate with the apparent low bidder to obtain a mutually agreeable contract price. The negotiations shall be confined to a reduction in the contract price and shall not deal with changes in the contract requirements.

12.0 SPECIAL CONDITIONS:

All Bidders shall supply the following information. Additional typewritten sheets may be attached to this form if necessary.

A. Years In Business:

The bidder has been in business supplying the type of service outlined in these Specifications for: _____ year's _____ months.

B. Business Location:

The Bidder shall satisfy the purchasing official that he maintains a store or branch within 100 miles of the working location, staffed with qualified personnel, equipment in working condition required to perform work as described, or ability to secure parts or equipment within reasonable period of time, and provisions for properly storing and maintaining or ability to readily obtain properly stored and maintained materials required to complete described work in timeframe described.

Business located: (check one)

Within County of York _____	within 25 miles or less _____
Within 26-50 miles _____	within 51-75 miles _____
Within 76-100 miles _____	over 100 miles _____

C. References:

The bidder shall supply three (3) references that list a brief description of same type of work and requirements for area(s) of similar size or larger, satisfactorily completed with dates of continuous service or contract period, location, names, addressees and phone numbers of owners. Bidders shall only indicate references they have worked with a minimum of (1) one year.

Reference #1

Name of Firm, City, County or Agency: _____

Address: _____ Telephone: _____

Contact: _____ Title: _____

Types of Services Provided:

Contract Dates: From: _____ 200__ to: _____ 200__.

Reference #2

Name of Firm, City, County or Agency: _____

Address: _____ Telephone: _____

Contact: _____ Title: _____

Types of Services Provided:

Contract Dates: From: _____ 200__ to _____ 200__.

Reference #3

Name of Firm, City, County or Agency: _____

Address: _____ Telephone: _____

Contact: _____ Title: _____

Types of Services Provided:

Contract Dates: From: _____ 200__ to _____ 200__.

D. Color Coating and Lining Services, which has been performed for York County.

The Bidder shall list below color coating and lining services that have been performed for York County.

Location	Project Description	Date

E. The Bidder shall list on a separate sheet of paper any variations from, or exceptions to, the specifications of this bid. This sheet will be labeled, "Exceptions(s) to Bid Specifications," and shall be attached to the quote.

F. **Key Personnel:**

In the space provided below, bidders shall identify a minimum of two (2) key persons who would be assigned to provide contract administration. One of these two (2) individuals shall be available during normal business hours.

1. **Key Person #1:** Name _____

2. Title _____

3. List Qualifications and Experience _____

4. Phone #'s: Office _____ Mobil _____

5. E-Mail Address _____

1. **Key Person #2:** Name _____

2. Title _____

3. List Qualifications and Experience _____

4. Phone #'s: Office _____ Mobil _____

5. E-Mail Address _____

13.0 CERTIFICATIONS; (Photo copies must be included with the bid)

The bidder shall identify the following professional CERTIFICATIONS that are currently maintained by owner or key personnel.

Name of employee	Issue Date	Certificate#	Date Valid Through
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A. Other Industry Certifications:

Certification Name: _____

Name of employee	Issue Date	Certificate#	Date Valid Through
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Certification Name: _____

Name of employee	Issue Date	Certificate#	Date Valid Through
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B. Licenses: (Photo copies must be included with the bid)

The bidder shall identify the following professional LICENSES that are currently maintained by Owner.

1. Valid Business License:

Issue Date	License #	Date Valid Through
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2. Contractor's Virginia Class A License # _____

C. Permits: (Photo copies must be included with the bid)

The Bidder shall identify the following professional PERMIT that is currently maintained by Owner.

Contractor Permit	Issue Date	License Number	Date Valid Through
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D. Qualifications/Experience Level/Equipment Inventory:

The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the contract. The Bidder shall furnish to the county all such information and data for this purpose as may be requested. The Owner reserves the right to inspect the Bidder's physical plant prior to award to satisfy questions regarding the Bidder's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

E. Installation Crew Qualifications:

The bidder shall list below three (3) jobs performed by the installation crew to be used on this project.

	Name	Phone	Location in Virginia
1.	<hr/>		
2.	<hr/>		
3.	<hr/>		

14.0 **PRICING SCHEDULE:**

The Bidder agrees to provide services for Tennis Court Resurfacing in compliance with the specifications, terms and conditions herein, as follows:

A. Existing Tennis Courts

Please provide a cost for the application of three (3) coats of coloring and playing lines for existing tennis courts with the following:

Bruton High School

1. Bank of four (4) tennis courts.	\$
2. Cost to supply four (4) new nets for all four (4) courts (*Note)	\$
3. Cost to rehab 8 tennis net posts for all four (4) courts.	\$
4. Cost to replace four (4) tennis net post cranks for all four (4) courts.	\$
5. Deduct if York County provides four (4) tennis nets and straps and the contractor installs.	\$

Charles Brown Park

1. Bank of two (2) tennis courts and two (2) basketball courts.	\$
2. Cost to supply two (2) new nets for all two (2) tennis courts (*Note)	\$
3. Cost to rehab 4 tennis net posts for two (2) tennis courts.	\$
4. Cost to replace two (2) tennis net post cranks for two (2) tennis courts.	\$
5. Deduct if York County provides two (2) tennis nets and straps and the contractor installs.	\$

Queens Lake Middle School

1. Bank of two (2) tennis courts.	\$
2. Cost to supply two (2) new nets for two (2) tennis courts (*Note)	\$
3. Cost to rehab 4 tennis net posts for two (2) tennis courts.	\$
4. Cost to replace two (2) tennis net post cranks for two (2) tennis courts.	\$
5. Deduct if York County provides two (2) tennis nets and straps and the contractor installs.	\$

***Note: As minimum, Tennis nets must be equal to Item #001005008 Advantage Tennis Net and Item #001002003 Advantage Center Strap as provided by FEMCO, 235 Arcadia Street, Richmond, VA 23225.**

B. Please provide in the chart below, information for the materials to be used:

Description of Material	Type to be supplied by Vendor
Color Finish Material	
Surface Patch Material	
Crack Filler	
Line Paint	

Include manufacturer literature for color finish material, surface patch material, crack filler and line paint materials.

C. Please provide in the chart below, a cost per linear foot for permanent structural crack repairs for the repair method to be supplied.

Permanent Structural Crack Repair Method to be supplied:	Cost per linear foot

- Will you hold these prices for 60 days from date of quote? ____ Yes ____ No
- Provide start date _____
- How many days to complete the job? _____

D. Bruton High School lump sum price for four (4) tennis courts: crack filling, surface patch, color finish, playing lines, new nets, new cranks, rehab existing post.

(\$ _____)

In words

E. Charles Brown Park lump sum price for two (2) tennis courts and two (2) basketball courts: crack filling, surface patch, color finish, playing lines, new nets, new cranks, rehab existing post.

(\$ _____)

In words

F. Queens Lake Middle School lump sum price for two (2) tennis courts: crack filling, surface patch, color finish, playing lines, new nets, new cranks, rehab existing post.

(\$ _____)

In words

15.0 CONTRACTOR DATA:

If you have **not** done business with the County of York, please complete the following:

Years in Business: Indicate the length of time you have been in business providing this type of service: ___years ___months.

References: Indicate below a listing of at least three (3) recent references for whom you have provided this type of service. Include the date service was furnished and the name and address of the person we have your permission to contact.

CLIENT	DATE	ADDRESS	PERSON TO CONTACT AND PHONE NUMBER
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CONTRACT FORM
CONSTRUCTION CONTRACT

Agreement No. _____

This AGREEMENT, dated this ___ day of _____, 200_, by and between YORK COUNTY, VIRGINIA (a political subdivision of the Commonwealth of Virginia); hereinafter called the Owner; and _____ (a corporation organized and existing under the laws of the Commonwealth of Virginia); hereinafter called the Contractor.

WITNESSETH: The Owner and Contractor, for the consideration stated herein, agree as follows:

Scope of Work:

The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment and utility and transportation service and all else required to complete the construction of:

Resurfacing Four (4) Tennis Courts at Bruton High School; Two (2) Tennis Courts at Queens Lake

Middle School & Two (2) Tennis Courts at Charles Brown Park and Resurfacing Two (2) Basketball

Courts at Charles Brown Park per IFB NO 1533 dated _____

all in strict accordance with the Plans and Specifications, including any and all Addenda, and in strict compliance with the Contract Documents hereinafter enumerated.

It is understood and agreed that said labor, materials, tools, equipment and service shall be furnished and said work performed and completed under the direction and supervision of the Contractor and subject to the approval of the Owner or its authorized representative.

Guarantee:

All materials and equipment, furnished by the Contractor, and all construction involved in this Contract shall be and the same are hereby guaranteed by the Contractor free from defects owing to faulty materials or workmanship for a period of one year after date of substantial completion of the work. All work which proves defective, by reason of faulty material or workmanship within said period of one year, shall be replaced by the Contractor free of cost to the Owner. Nothing herein shall be deemed as a waiver of any other available remedy for contract default, or as the waiver of any applicable statutory limitations period for actions for contract default.

THE BID SCHEDULE OF THE SUCCESSFUL BIDDER
SHALL BE CONFORMED AND INSERTED HEREIN

TO BECOME A PART OF THE COMPLETED CONTRACT DOCUMENTS

Contract Price:

The Owner shall pay the Contractor as just compensation for the performance of this Contract, subject to any additions or deductions as provided in the Contract Documents, the unit and lump sum price as contained in the Bid Schedule attached hereto.

The Contract Amount is _____

(\$_____) based upon unit and lump sum prices extended as herein contained.

Payments:

The Owner will pay to the Contractor, the amount specified herein, upon satisfactory completion of the work, such amount as required by the Contract Documents.

Time:

The undersigned Contractor agrees to commence work within (10) calendar days after the date of Notice to Proceed and further agrees to complete the Contract Work within the following specified time limits:

ALL CONTRACT WORK MUST BE COMPLETED BEFORE FEBRUARY 15, 2007 OR MUST NOT START UNTIL AFTER JUNE 15, 2007. A NOTICE TO PROCEED WILL BE ISSUED FOR THE CORRECT START DATE.

THIS AGREEMENT SHALL BE BINDING UPON ALL PARTIES HERETO AND THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS.

Component Parts of the Contract:

This Contract consists of the following component parts, all of which are hereby made a part hereof as if herein set out in full:

1. Advertisement for Bids, dated _____
2. Invitation for Bids (IFB) NO 1533, plus any and all addenda thereto
3. Supplemental Information for Bidders
4. Construction Contract
6. General Conditions
7. Certificate of Insurance
8. Contractor's License (if required)
9. Notice of Award

10. Notice to Proceed
11. Change Orders (if any)
12. Other Documents as may be required by law or appended hereto
13. Warranty/Guarantee

ADDENDA:

No. _____, dated _____, 200_

No. _____, dated _____, 200_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written in (4) counter-parts each of which shall for all purposes be deemed an original.

ATTEST:

NAME

TITLE

County of York, Virginia

OWNER

BY

COUNTY ADMINISTRATOR

TITLE

ATTEST:

NAME

TITLE

CONTRACTOR

BY

TITLE

CONTRACTOR'S ADDRESS:

CONTRACTOR'S FEDERAL I. D. NO.

APPROVED AS TO FORM:

COUNTY ATTORNEY

RESERVED FOR CERTIFICATE OF INSURANCE,
AND ADDITIONAL INSURED FORM GL-20-10

OR OTHER SATISFACTORY EVIDENCE OF REQUIRED COVERAGE